

Exhibit 2

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE MF GLOBAL HOLDINGS
LIMITED SECURITIES LITIGATION

THIS DOCUMENT RELATES TO:

All Securities Actions
(*DeAngelis v. Corzine*)

:
:
: Civil Action No. 1:11-CV-07866-VM
:
:
:
: ECF CASE
:
:

**[PROPOSED] ORDER PRELIMINARILY APPROVING
PROPOSED SETTLEMENT WITH COMMERZ MARKETS LLC
AND PROVIDING FOR NOTICE**

WHEREAS, a consolidated securities class action is pending in this Court styled *In re MF Global Holdings Limited Securities Litigation*, Civil Action No. 1:11-CV-07866-VM, that has been consolidated with other actions under the master case *DeAngelis v. Corzine*, 11-CV-07866-VM (the “Action”);

WHEREAS, (a) Lead Plaintiffs the Virginia Retirement System and Her Majesty The Queen In Right Of Alberta (collectively “Lead Plaintiffs”) and named plaintiff the Government of Guam Retirement Fund (“Guam,” and, together with Lead Plaintiffs, the “Settling Plaintiffs”), on behalf of themselves, the other named plaintiffs in the Action, and the other members of the Commerz Settlement Class (defined below), and (b) defendant Commerz Markets LLC (“Commerz,” and, together with Settling Plaintiffs, on behalf of themselves, the other named plaintiffs in the Action, and the other members of the Commerz Settlement Class, the “Settling Parties”) have determined to settle all claims asserted against Commerz in this Action with prejudice on the terms and conditions set forth in the Stipulation and Agreement of Settlement

with Defendant Commerz Markets LLC dated March 17, 2015 (the “Commerz Stipulation”), subject to approval of this Court (the “Commerz Settlement”);

WHEREAS, Settling Plaintiffs have made an application, pursuant to Rule 23 of the Federal Rules of Civil Procedure, for an order preliminarily approving the Commerz Settlement in accordance with the Commerz Stipulation, certifying the Commerz Settlement Class for purposes of the Commerz Settlement only, and allowing notice to Commerz Settlement Class Members as more fully described herein;

WHEREAS, the Court has read and considered: (a) the Consolidated Second Amended Securities Class Action Complaint filed in this Action on October 3, 2014; (b) Settling Plaintiffs’ motion for preliminary approval of the Commerz Settlement, and the papers filed and arguments made in connection therewith; and (c) the Commerz Stipulation and the exhibits attached thereto; and

WHEREAS, unless otherwise defined herein, all capitalized words contained herein shall have the same meanings as they have in the Commerz Stipulation;

NOW THEREFORE, IT IS HEREBY ORDERED:

1. **Class Certification for Settlement Purposes** – Pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure, the Court certifies, solely for purposes of effectuating the proposed Commerz Settlement, a class consisting of all persons and entities who or which purchased or otherwise acquired, during the Commerz Settlement Class Period (i.e., the period beginning on August 1, 2011 through and including November 21, 2011), MF Global 6.25% Senior Notes due August 8, 2016 issued on or about August 1, 2011 (“6.25% Senior Notes”) and were damaged thereby (the “Commerz Settlement Class”). Excluded from the Commerz Settlement Class are: (i) Defendants and MF Global; (ii) members of the Immediate Families of

the Individual Defendants; (iii) the subsidiaries and affiliates of Defendants and MF Global; (iv) any person or entity who or which was, at any time during the period beginning on May 20, 2010 through and including November 21, 2011, and/or is a partner, executive officer, director, or controlling person of MF Global, or any of its subsidiaries or affiliates, or of any Defendant; (v) any entity in which any Defendant or MF Global had, at any time during the period beginning on May 20, 2010 through and including November 21, 2011, and/or has a controlling interest; (vi) Defendants' liability insurance carriers, and any affiliates or subsidiaries thereof; and (vii) the legal representatives, heirs, successors and assigns of any such excluded person or entity; provided, however, that any Investment Vehicle shall not be deemed an excluded person or entity by definition. Also excluded from the Commerz Settlement Class are any persons or entities who or which exclude themselves from the Commerz Settlement Class, the Underwriter Settlement Class (as defined in paragraph 13 below), or from any Other Class(es) (to the extent such persons or entities are also Commerz Settlement Class Members) by submitting a request for exclusion that is accepted by the Court.

2. **Class Findings** – Solely for purposes of the proposed Commerz Settlement, the Court finds that each element required for certification of the Commerz Settlement Class pursuant to Rule 23 of the Federal Rules of Civil Procedure has been met: (a) the members of the Commerz Settlement Class are so numerous that their joinder in the Action would be impracticable; (b) there are questions of law and fact common to the Commerz Settlement Class which predominate over any individual questions; (c) the claims of Guam in the Action are typical of the claims of the Commerz Settlement Class; (d) Guam and Co-Lead Counsel have and will fairly and adequately represent and protect the interests of the Commerz Settlement

Class; and (e) a class action is superior to other available methods for the fair and efficient adjudication of the Action.

3. The Court hereby finds and concludes that pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of the Commerz Settlement only, Guam is an adequate class representative and certifies it as class representative for the Commerz Settlement Class. The Court also appoints Co-Lead Counsel as class counsel for the Commerz Settlement Class, pursuant to Rule 23(g) of the Federal Rules of Civil Procedure.

4. **Preliminary Approval of the Commerz Settlement** – The Court hereby preliminarily approves the Commerz Settlement, as embodied in the Commerz Stipulation, as being fair, reasonable and adequate to the Commerz Settlement Class, subject to further consideration at the Settlement Hearing to be conducted as described below.

5. **Settlement Hearing** – The Court will hold a settlement hearing (the “Settlement Hearing”) on _____, 2015 at __:__ .m. in Courtroom 11B of the United States Courthouse, 500 Pearl Street, New York, NY 10007, for the following purposes: (a) to determine whether the proposed Commerz Settlement on the terms and conditions provided for in the Commerz Stipulation is fair, reasonable and adequate to the Commerz Settlement Class, and should be finally approved by the Court; (b) to determine whether a Judgment substantially in the form attached as Exhibit B to the Commerz Stipulation should be entered dismissing the Action with prejudice as against Commerz; and (c) to consider any other matters that may properly be brought before the Court in connection with the Commerz Settlement. Notice of the Commerz Settlement and the Settlement Hearing shall be given to Commerz Settlement Class Members as set forth in paragraph 8 of this Order.

6. After the Settlement Hearing, and upon such further notice to the Commerz Settlement Class as ordered by the Court, the Court shall consider any plan of allocation proposed by Lead Plaintiffs and any application for attorneys' fees and expenses by Co-Lead Counsel.

7. The Court may adjourn the Settlement Hearing and approve the proposed Commerz Settlement with such modifications as the Settling Parties may agree to, if appropriate, without further notice to the Commerz Settlement Class.

8. **Retention of Notice Administrator and Manner of Giving Notice** – Co-Lead Counsel are hereby authorized to retain The Garden City Group, Inc. (the "Notice Administrator") to supervise and administer the notice procedure in connection with the proposed Commerz Settlement and any other settlements or recoveries that may be achieved in this Action as well as the processing of Claims at such time as a plan of allocation for the proceeds of the Commerz Settlement or any additional recoveries is approved by the Court, as more fully set forth below. Notice of the Commerz Settlement and the Settlement Hearing shall be given by Co-Lead Counsel as follows:

(a) not later than thirty (30) business days after the date of entry of this Order (the "Notice Date"), the Notice Administrator shall cause a copy of the Commerz Notice substantially in the form attached hereto as Exhibit 1, to be mailed by first-class mail to potential Commerz Settlement Class Members who or which may be identified through reasonable effort including, but not limited to, the nominee procedures set forth below;

(b) contemporaneously with the mailing of the Commerz Notice, the Notice Administrator shall cause a copy of the notice to be posted on a website to be developed by the Notice Administrator for the Action, from which copies of the notice can be downloaded;

(c) not later than ten (10) business days after the Notice Date, the Notice Administrator shall cause the Commerz Summary Notice, substantially in the form attached hereto as Exhibit 2, to be published once each in *The Wall Street Journal* and *Investor's Business Daily* and to be transmitted once over the *PR Newswire*; and

(d) not later than seven (7) calendar days prior to the Settlement Hearing, Co-Lead Counsel shall serve on Commerz's Counsel and file with the Court proof, by affidavit or declaration, of such mailing and publication.

9. **Approval of Form and Content of Notice** – The Court (a) approves, as to form and content, the Commerz Notice and the Commerz Summary Notice, attached hereto as Exhibits 1 and 2, respectively, and (b) finds that the mailing and distribution of the Commerz Notice and the publication of the Commerz Summary Notice in the manner and form set forth in paragraph 8 of this Order (i) is the best notice practicable under the circumstances; (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise Commerz Settlement Class Members of the pendency of the Action, of the effect of the proposed Commerz Settlement (including the Releases to be provided thereunder), of their right to object to the Commerz Settlement, of their right to exclude themselves from the Commerz Settlement Class, and of their right to appear at the Settlement Hearing; (iii) constitutes due, adequate and sufficient notice to all persons and entities entitled to receive notice of the proposed Commerz Settlement; and (iv) satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 77z-1, as amended, and all other applicable laws and rules. The date and time of the Settlement Hearing shall be included in the

Commerz Notice and Commerz Summary Notice before they are mailed and published, respectively.

10. **Nominee Procedures** – Brokers and other nominees who purchased or otherwise acquired 6.25% Senior Notes during the Commerz Settlement Class Period for the benefit of another person or entity shall (a) within seven (7) calendar days of receipt of the Commerz Notice, request from the Notice Administrator sufficient copies of the notice to forward to all such beneficial owners and within seven (7) calendar days of receipt of those notices forward them to all such beneficial owners; or (b) within seven (7) calendar days of receipt of the Commerz Notice, send a list of the names and addresses of all such beneficial owners to the Notice Administrator in which event the Notice Administrator shall promptly mail the notice to such beneficial owners. Nominees who elect to send the Commerz Notice to their beneficial owners shall send a statement to the Notice Administrator confirming that the mailing was made and shall retain their mailing records for use in connection with any further notices that may be provided in the Action. Upon full compliance with this Order, such nominees may seek reimbursement of their reasonable expenses actually incurred in complying with this Order by providing the Notice Administrator with proper documentation supporting the expenses for which reimbursement is sought. Such properly documented expenses incurred by nominees in compliance with the terms of this Order shall be paid from the Commerz Settlement Fund, with any disputes as to the reasonableness or documentation of expenses incurred subject to review by the Court.

11. **Participation in the Settlement** – Commerz Settlement Class Members who wish to participate in the Commerz Settlement and to be eligible to receive a distribution from the Commerz Net Settlement Fund will be required to complete and submit a Proof of Claim

Form in accordance with the instructions to be set forth therein and by the date to be set by the Court. At this time, a plan of allocation for the distribution of the net proceeds of the Commerz Settlement has not been proposed by Lead Plaintiffs. When such a plan is proposed, Commerz Settlement Class Members will be given notice of the proposed plan and afforded the opportunity to object before the Court rules on approval of the plan.

12. **Exclusion From the Settlement Class** – Any Commerz Settlement Class Member who wishes to exclude himself, herself or itself from the Commerz Settlement Class must request exclusion in writing within the time and in the manner set forth in the Commerz Notice, which shall provide that: (a) any such request for exclusion from the Commerz Settlement Class must be mailed or delivered such that it is received no later than twenty-eight (28) calendar days prior to the Settlement Hearing, to: *In re MF Global Holdings Limited Securities Litigation*, EXCLUSIONS, c/o the Notice Administrator at the address to be set forth in the Commerz Notice, and (b) that each request for exclusion must: (i) state the name, address and telephone number of the person or entity requesting exclusion, and, in the case of entities, the name and telephone number of the appropriate contact person; (ii) state that such person or entity “requests exclusion from the Commerz Settlement Class in *In re MF Global Holdings Limited Securities Litigation*, Civil Action No. 1:11-CV-7866”; (iii) state the face value of the 6.25% Senior Notes that the person or entity requesting exclusion purchased/acquired and/or sold during the Commerz Settlement Class Period, as well as the dates and prices of each such purchase/acquisition and sale; and (iv) be signed by the person or entity requesting exclusion or an authorized representative. A request for exclusion shall not be effective unless it provides all the required information and is received within the time stated above, or is otherwise accepted by the Court.

13. Any person or entity who or which timely and validly requests exclusion in compliance with the terms stated in this Order and is excluded from the Commerz Settlement Class shall not be a Commerz Settlement Class Member, shall not be bound by the terms of the Commerz Settlement or any orders or judgments in the Action relating to the Commerz Settlement, and shall not receive any payment out of the Commerz Net Settlement Fund. Additionally, any person or entity who or which requests exclusion from the Commerz Settlement Class shall be deemed to have also requested exclusion from the class covered by the proposed settlement with certain Underwriter Defendants as defined in the Order Preliminarily Approving Proposed Settlement with Certain Underwriter Defendants and Providing for Notice entered December 12, 2014 (ECF No. 808) (the “Underwriter Settlement Class”) as well as from any Other Class(es). Similarly, any person or entity who or which requests exclusion from the Underwriter Settlement Class or any Other Classes shall be deemed to have requested exclusion from the Commerz Settlement Class. All terms and conditions applicable to all persons and entities who or which requested exclusion from the Commerz Settlement Class and who or which are excluded from the Commerz Settlement Class as set forth in the preceding sentence shall also apply to persons and entities who or which request exclusion from the Underwriter Settlement Class or any Other Class(es) to the extent such persons or entities are also Commerz Settlement Class Members.

14. Any persons or entities who or which, pursuant to request, are excluded from the Commerz Settlement Class shall be deemed to be excluded from any other settlement class(es) and litigation class that may be certified by the Court, shall not be bound by the terms of any orders or judgments in the Action relating to those settlements or the Action as applicable, and

shall not be entitled to receive any payment from any other recoveries that might be obtained in the Action.

15. Any Commerz Settlement Class Member who or which does not timely and validly request exclusion from the Commerz Settlement Class in the manner stated in this Order: (a) shall be deemed to have waived his, her or its right to be excluded from the Commerz Settlement Class; (b) shall be forever barred from requesting exclusion from the Commerz Settlement Class in this or any other proceeding; (c) shall be bound by the provisions of the Commerz Stipulation, the Commerz Settlement, and all proceedings, determinations, orders and judgments in the Action relating to the Commerz Settlement, including, but not limited to, the Commerz Judgment, and the Releases provided for therein whether favorable or unfavorable to the Commerz Settlement Class; and (d) shall be barred from commencing, maintaining or prosecuting any of the Released Plaintiffs' Claims against any of the Commerz Releasees, as more fully described in the Commerz Stipulation and Commerz Notice.

16. **Appearance and Objections at Settlement Hearing** – Any Commerz Settlement Class Member who or which does not request exclusion from the Commerz Settlement Class or from any Other Class(es) may enter an appearance in the Action at his, her or its own expense, individually or through counsel of his, her or its own choice, by filing with the Clerk of Court and delivering a notice of appearance to both Co-Lead Counsel and Commerz's Counsel, at the addresses set forth in paragraph 17 below, such that it is received no later than twenty-eight (28) calendar days prior to the Settlement Hearing, or as the Court may otherwise direct. Any Commerz Settlement Class Member who does not enter an appearance will be represented by Co-Lead Counsel.

17. Any Commerz Settlement Class Member who does not request exclusion from the Commerz Settlement Class or from any Other Class(es) may file a written objection to the proposed Commerz Settlement and show cause, if he, she or it has any cause, why the proposed Commerz Settlement should not be approved; *provided, however*, that no Commerz Settlement Class Member shall be heard or entitled to contest the approval of the terms and conditions of the proposed Commerz Settlement unless that person or entity has filed a written objection with the Court and served copies of such objection on Co-Lead Counsel and Commerz's Counsel at the addresses set forth below such that they are received no later than twenty-eight (28) calendar days prior to the Settlement Hearing.

Co-Lead Counsel

Bernstein Litowitz Berger
& Grossmann LLP
Salvatore J. Graziano, Esq. AND
1285 Avenue of the Americas
New York, NY 10019

Bleichmar Fonti
Tountas & Auld LLP
Javier Bleichmar, Esq.
7 Times Square, 27th Floor
New York, NY 10036

Commerz's Counsel

Shearman & Sterling LLP
Adam S. Hakki, Esq.
599 Lexington Avenue
New York, NY 10022-6069

18. Any objections, filings and other submissions by the objecting Commerz Settlement Class Member: (a) must state the name, address and telephone number of the person or entity objecting and must be signed by the objector; (b) must contain a statement of the Commerz Settlement Class Member's objection or objections, and the specific reasons for each objection, including any legal and evidentiary support the Commerz Settlement Class Member wishes to bring to the Court's attention; and (c) must include documents sufficient to prove membership in the Commerz Settlement Class, including the face value of the 6.25% Senior Notes that the objecting Commerz Settlement Class Member purchased/acquired and/or sold during the Commerz Settlement Class Period, as well as the dates and prices of each such purchase/acquisition and/or sale.

19. Any Commerz Settlement Class Member who or which does not make his, her or its objection in the manner provided herein shall be deemed to have waived his, her or its right to object to any aspect of the proposed Commerz Settlement and shall be forever barred and foreclosed from objecting to the fairness, reasonableness or adequacy of the Commerz Settlement, or from otherwise being heard concerning the Commerz Settlement in this or any other proceeding.

20. **Stay and Temporary Injunction** – Until otherwise ordered by the Court, the Court stays all proceedings in the Action between the Settling Parties other than proceedings necessary to carry out or enforce the terms and conditions of the Commerz Stipulation. Pending final determination of whether the Commerz Settlement should be approved, the Court bars and enjoins Settling Plaintiffs, and all other members of the Commerz Settlement Class, from commencing or prosecuting any and all of the Released Plaintiffs' Claims against each and all of the Commerz Releasees.

21. **Settlement Administration Fees and Expenses** – All reasonable costs incurred in identifying Commerz Settlement Class Members and notifying them of the Commerz Settlement as well as in administering the Commerz Settlement shall be paid as set forth in the Commerz Stipulation without further order of the Court.

22. **Settlement Fund** – The contents of the Commerz Settlement Fund held by Citibank, N.A. (which the Court approves as the Escrow Agent) shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as they shall be distributed pursuant to the Commerz Stipulation and/or further order(s) of the Court.

23. **Taxes** – Co-Lead Counsel are authorized and directed to prepare any tax returns and any other tax reporting form for or in respect of the Commerz Settlement Fund, to pay from the Commerz Settlement Fund any Taxes owed with respect to the Commerz Settlement Fund, and to otherwise perform all obligations with respect to Taxes and any reporting or filings in respect thereof without further order of the Court in a manner consistent with the provisions of the Commerz Stipulation.

24. **Termination of Settlement** – If the Commerz Settlement is terminated as provided in the Commerz Stipulation, the Commerz Settlement is not approved, or the Effective Date of the Commerz Settlement otherwise fails to occur, this Order shall be vacated, rendered null and void and be of no further force and effect, except as otherwise provided by the Commerz Stipulation, and this Order shall be without prejudice to the rights of Settling Plaintiffs, the other Commerz Settlement Class Members and Commerz, and the Settling Parties shall revert to their respective positions in the Action as of May 8, 2014, as provided in the Commerz Stipulation.

25. **Use of this Order** – Neither this Order, the Commerz Stipulation (whether or not consummated), including the exhibits thereto, the plan of allocation to be proposed by Lead Plaintiffs (or any other plan of allocation that may be approved by the Court), the negotiations leading to the execution of the Commerz Stipulation, nor any proceedings taken pursuant to or in connection with the Commerz Stipulation and/or approval of the Commerz Settlement (including any arguments proffered in connection therewith): (a) shall be offered against any of the Commerz Releasees as evidence of, or construed as, or deemed to be evidence of (i) any presumption, concession, or admission by any of the Commerz Releasees with respect to the truth of any fact alleged by Settling Plaintiffs, the validity of any claim that was or could have

been asserted by Settling Plaintiffs or any member of the Commerz Settlement Class, or the deficiency of any defense that has been or could have been asserted by Commerz in this Action or in any other litigation, or (ii) any liability, negligence, fault, or other wrongdoing of any kind of any of the Commerz Releasees or in any way referred to for any other reason as against any of the Commerz Releasees, in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Commerz Stipulation; (b) shall be offered against any of the Plaintiffs' Releasees, as evidence of, or construed as, or deemed to be evidence of (i) any presumption, concession or admission by any of the Plaintiffs' Releasees that any of their claims are without merit, that any of the Commerz Releasees had meritorious defenses, or that damages recoverable against Commerz under the Complaint would not have exceeded the Commerz Settlement Amount, or (ii) any liability, negligence, fault or wrongdoing of any kind, or in any way referred to for any other reason as against any of the Plaintiffs' Releasees, in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Commerz Stipulation; or (c) shall be construed against any of Releasees as an admission, concession, or presumption that the consideration to be given under the Commerz Settlement represents the amount which could be or would have been recovered against Commerz after trial; *provided, however*, that if the Commerz Stipulation is approved by the Court, the Settling Parties and the Releasees and their respective counsel may refer to it to effectuate the protections from liability granted thereunder or otherwise to enforce the terms of the Commerz Settlement.

26. **Supporting Papers** – Co-Lead Counsel shall file and serve the opening papers in support of the proposed Commerz Settlement no later than forty-two (42) calendar days prior to

the Settlement Hearing; and reply papers, if any, shall be filed and served no later than seven (7) calendar days prior to the Settlement Hearing.

27. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Commerz Settlement.

SO ORDERED this _____ day of _____, 2015.

The Honorable Victor Marrero
United States District Judge

Exhibit 1

Exhibit 1

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE MF GLOBAL HOLDINGS
LIMITED SECURITIES LITIGATION

THIS DOCUMENT RELATES TO:

All Securities Actions
(*DeAngelis v. Corzine*)

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: Civil Action No. 1:11-CV-07866-VM
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: ECF CASE
:
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**NOTICE OF (I) CERTIFICATION OF SETTLEMENT CLASS;
(II) PROPOSED SETTLEMENT WITH COMMERZ MARKETS LLC;
AND (III) SETTLEMENT FAIRNESS HEARING**

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

NOTICE OF SETTLEMENT: Please be advised that the Court-appointed Lead Plaintiffs, the Virginia Retirement System and Her Majesty The Queen In Right Of Alberta (collectively “Lead Plaintiffs”) and named plaintiff the Government of Guam Retirement Fund (“Guam” and together with Lead Plaintiffs the “Settling Plaintiffs”), on behalf of themselves, the other named plaintiffs, and the Commerz Settlement Class (as defined in paragraph 24 below), have reached a proposed settlement with defendant Commerz Markets LLC (“Commerz”) for \$932,828 in cash (the “Commerz Settlement”). The Commerz Settlement, if approved, will resolve all claims in above-captioned securities class action (the “Action”) pending in the United States District Court for the Southern District of New York (the “Court”) against Commerz. The proposed Commerz Settlement does not resolve any claims against the other Defendants in the Action.

NOTICE OF CERTIFICATION OF COMMERZ SETTLEMENT CLASS: Please also be advised that your rights may be affected by the Action if, during the period beginning on August 1, 2011 through and including November 21, 2011 (the “Commerz Settlement Class Period”), you purchased or otherwise acquired MF Global Holdings Limited 6.25% Senior Notes due August 8, 2016 issued on or about August 1, 2011 (CUSIP 55277JAC2) and were damaged thereby.¹

PLEASE READ THIS NOTICE CAREFULLY. This Notice explains important rights you may have, including the possible receipt of cash from the proposed Commerz Settlement. If you are a member of the Commerz Settlement Class, your legal rights will be affected whether or not you act.

¹ Any capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings ascribed to them in the Stipulation and Agreement of Settlement with Defendant Commerz Markets LLC dated March 17, 2015 (the “Commerz Stipulation”), which is available at www.commerz.com.

If you have any questions about this Notice, the proposed Commerz Settlement, or your eligibility to participate in the proposed Commerz Settlement, please DO NOT contact the Court, MF Global Holdings Limited, Commerz, or any other Defendant in the Action, or their counsel. All questions should be directed to Co-Lead Counsel or the Notice Administrator (see ¶ 59 below).

PLEASE NOTE: CLAIM FORMS ARE NOT BEING DISTRIBUTED NOW. A Plan of Allocation that will govern how the proceeds of the Commerz Settlement will be divided among eligible class members is not being proposed at this time. Therefore, you are not receiving a Claim Form with this Notice. A Plan of Allocation will be proposed at a later date, at which time notice of the proposed plan and the opportunity to object will be given before the Court decides whether to approve the proposed plan. A Claim Form will become available at that time.

1. **Description of the Action and the Commerz Settlement Class:** This Notice relates to a proposed partial settlement in a pending securities class action brought by investors alleging that Defendants violated the federal securities laws by, among other things, making false and misleading statements regarding MF Global Holdings Limited (“MF Global”) or were statutorily liable for false and misleading statements in MF Global’s offering materials for certain MF Global securities. A more detailed description of the Action and the claims asserted against Commerz is set forth in paragraphs 11-23 below. The Commerz Settlement is on behalf of purchasers (as further defined in ¶ 24 below) of the 6.25% Senior Notes (CUSIP 55277JAC2) during the Commerz Settlement Class Period. The Commerz Settlement, if approved by the Court, will settle the claims of the Commerz Settlement Class, as defined in paragraph 24 below, as against Commerz only.²

2. **Statement of the Commerz Settlement Class’s Recovery:** Subject to Court approval, Settling Plaintiffs, on behalf of themselves, the other named plaintiffs in the Action, and the other members of the Commerz Settlement Class, have agreed to settle with Commerz in exchange for a payment of \$932,828 in cash (the “Commerz Settlement Amount”) to be deposited into an escrow account for the benefit of the Commerz Settlement Class. The Commerz Net Settlement Fund (*i.e.*, the Commerz Settlement Amount plus any and all interest earned thereon (the “Commerz Settlement Fund”) less (a) any Taxes, (b) any Notice and Administration Costs, (c) any Litigation Expenses awarded by the Court, and (d) any attorneys’ fees awarded by the Court) will be distributed to Commerz Settlement Class Members at a future date, following Court approval of a plan of allocation and the dissemination of a Proof of Claim Form to class members.

² The Commerz Settlement does not resolve any claims asserted against the Individual Defendants; the other Underwriter Defendants in the Action which are seven of the eight underwriters of the 6.25% Senior Notes as well as the underwriters of MF Global common stock issued in the secondary offering of MF Global common stock pursuant to a Post-Effective Amendment No. 1 to Registration Statement No. 333-162119 dated February 24, 2010, a Preliminary Prospectus Supplement dated June 1, 2010, and a Final Prospectus supplement dated June 3, 2010 (“Common Stock Secondary Offering”), MF Global 1.875% Convertible Senior Notes due February 1, 2016 issued on or about February 7, 2011 (“1.875% Convertible Senior Notes”), and, MF Global 3.375% Convertible Senior Notes due August 1, 2018 issued on or about July 28, 2011 (“3.375% Convertible Senior Notes”); or MF Global’s auditor, PricewaterhouseCoopers LLP (“PwC”).

3. **Estimate of Average Amount of Recovery Per Note:** The amount to be distributed to Commerz Settlement Class Members on a per note basis will depend on future Court proceedings and factual and legal analysis. It is, therefore, not possible to estimate the amount of any such distribution at the present time. Moreover, providing an estimate of the recovery per note could be prejudicial to Lead Plaintiffs' ongoing litigation against the Non-Settling Defendants.

4. **Statement of Potential Outcome of Case and Potential Damages:** The Settling Parties do not agree on the average amount of damages per note that would be recoverable if Lead Plaintiffs were to prevail on the claims asserted against Commerz in the Action. Among other things, Commerz does not agree with Lead Plaintiffs' assertions that: (i) it violated the federal securities laws; (ii) false or misleading statements were made in the offering materials for the 6.25% Senior Notes; (iii) damages were suffered by members of the Commerz Settlement Class as a result of its alleged conduct; or Lead Plaintiffs' assertions concerning allegedly corrective disclosures and loss causation.

5. **Attorneys' Fees and Expenses:** At this time, Plaintiffs' Counsel, who have been prosecuting the Action on a fully contingent basis and have not been paid any fees or expenses, are not seeking an award of attorneys' fees or reimbursement of any expenses that they have incurred. At a future date, on further notice to members of the Commerz Settlement Class and with an opportunity to object, Co-Lead Counsel Bernstein Litowitz Berger & Grossmann LLP and Bleichmar Fonti Tountas & Auld LLP will apply to the Court for an award of attorneys' fees and for reimbursement of Litigation Expenses on behalf of all Plaintiffs' Counsel to be paid from the Commerz Settlement Fund. Commerz Settlement Class Members are not personally liable for any such fees or expenses.

6. **Identification of Attorney Representatives:** Lead Plaintiffs and the Commerz Settlement Class are represented by Salvatore J. Graziano, Esq. of Bernstein Litowitz Berger & Grossmann LLP, 1285 Avenue of the Americas, New York, NY 10019, (800) 380-8496, blbg@blbglaw.com and Javier Bleichmar, Esq. of Bleichmar Fonti Tountas & Auld LLP, 7 Times Square, 27th Floor, New York, NY 10036, (212) 789-1341, bfta@bftalaw.com.

7. **Reasons for the Commerz Settlement:** Settling Plaintiffs' principal reason for entering into the Commerz Settlement is the substantial immediate cash benefit for the Commerz Settlement Class without the risk or the delays inherent in further litigation. Moreover, the cash benefit provided under the proposed Commerz Settlement must be considered against the significant risk that a smaller recovery – or indeed no recovery at all – might be achieved after contested motions, a trial of the Action and likely appeals that would follow a trial, a process that could be expected to last several years. Commerz denies all allegations of wrongdoing or liability whatsoever and is entering into the Commerz Settlement solely to eliminate the uncertainty, burden and expense of further protracted litigation.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:	
REMAIN A MEMBER OF THE COMMERZ SETTLEMENT CLASS (NO ACTION REQUIRED)	This is the only way to be eligible to receive a payment from the proceeds of the Commerz Settlement or the proceeds of any other recoveries that may be obtained in the Action. If you are a member of the Commerz Settlement Class and wish to remain in the class, you do not need to take any action in

	<p>response to this Notice.</p> <p>If you are a Commerz Settlement Class Member and you remain in the Commerz Settlement Class, you will be bound by the Commerz Settlement as approved by the Court and you will give up any Released Plaintiffs' Claims (defined in ¶ 31 below) that you have against Commerz and the other Commerz Releasees (defined in ¶ 32 below).</p>
<p>EXCLUDE YOURSELF FROM THE COMMERZ SETTLEMENT CLASS BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION SO THAT IT IS <i>RECEIVED</i> NO LATER THAN _____, 2015.</p>	<p>If you exclude yourself from the Commerz Settlement Class, you will not be eligible to receive any payment from the Commerz Settlement Fund. This is the only option that allows you ever to be part of any other lawsuit against Commerz or the other Commerz Releasees concerning the Released Plaintiffs' Claims.</p> <p>If you exclude yourself from the Commerz Settlement Class, you also will not be eligible to participate in any other recoveries that may be obtained in the Action.</p>
<p>OBJECT TO THE COMMERZ SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS <i>RECEIVED</i> NO LATER THAN _____, 2015.</p>	<p>If you do not like the Commerz Settlement, you may write to the Court and explain why you do not like it. You cannot object to the proposed Commerz Settlement unless you are a Commerz Settlement Class Member and do not exclude yourself from the Commerz Settlement Class.</p>
<p>GO TO A HEARING ON _____, 2015 AT ____:____.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS <i>RECEIVED</i> NO LATER THAN _____, 2015.</p>	<p>Filing a written objection and notice of intention to appear by _____, 2015 allows you to speak in Court, at the discretion of the Court, about the fairness of the Commerz Settlement. If you submit a written objection, you may (but you do not have to) attend the hearing and, at the discretion of the Court, speak to the Court about your objection.</p>

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WHY DID I GET THIS NOTICE?

8. The Court directed that this Notice be mailed to you because you or someone in your family or an investment account for which you serve as a custodian may have purchased or otherwise acquired 6.25% Senior Notes during the Commerz Settlement Class Period. The Court has directed us to send you this Notice because, as a potential Commerz Settlement Class Member, you have a right to know about your options before the Court rules on the Commerz Settlement. Additionally, you have the right to understand how this class action lawsuit may generally affect your legal rights.

9. The purpose of this Notice is to inform you of the existence of this case, that it is a class action, how you might be affected, and how to exclude yourself from the Commerz Class if you wish to so do. It is also being sent to inform you of the terms of the Commerz Settlement and of a hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Commerz Settlement (the "Settlement Hearing"). See paragraph 50 below for details about the Settlement Hearing, including the date and location of the hearing.

10. The issuance of this Notice is not an expression of any opinion by the Court concerning the merits of any claim in the Action, and the Court still has to decide whether to approve the Commerz Settlement.

WHAT IS THIS CASE ABOUT?

11. This action arises out of the collapse of MF Global in October 2011.³

12. Beginning on November 3, 2011, multiple putative securities class action complaints were filed in the Court. By Order dated January 20, 2012, the Court consolidated the related actions in the Action and approved the appointment of Lead Plaintiffs and Co-Lead Counsel.⁴

13. On August 20, 2012, Lead Plaintiffs filed and served their Consolidated Amended Securities Class Action Complaint (the "Amended Complaint"), which included the Government

³ On October 31, 2011, MF Global filed for Chapter 11 bankruptcy. Because of this filing, pursuant to the provisions of Bankruptcy Code, 11 U.S.C. § 362(a), prosecution of the Action against MF Global could not go forward.

⁴ By Order dated August 13, 2014, the Court approved the substitution of Bleichmar Fonti Tountas & Auld LLP for previously appointed co-lead counsel Labaton Sucharow LLP.

of Guam Retirement Fund, the West Virginia Laborers' Pension Trust Fund, LRI Invest S.A., Monica Rodriguez,⁵ and Jerome Vrabel as additional named plaintiffs. The Amended Complaint asserts claims under §§ 11 and 12 of the Securities Act of 1933 (the "Securities Act") against the Underwriter Defendants and/or the Individual Defendants alleging that these Defendants were statutorily liable for false and misleading statements in the offering materials for certain MF Global securities⁶; as well as claims under § 15 of the Securities Act and §§ 10(b) and 20(a) of the Securities Exchange Act of 1934 (the "Exchange Act") and Rule 10b-5 promulgated thereunder against some or all of the Individual Defendants. The claims asserted against Commerz are claims for violations of the Securities Act with respect to the offering of the 6.25% Senior Notes.

14. On October 19, 2012, Commerz (and other Defendants) filed and served motions to dismiss the Amended Complaint. On December 18, 2012, Lead Plaintiffs filed and served their papers in opposition to the motions and, on February 1, 2013, Commerz (and other Defendants) filed and served their reply papers.

15. On February 6, 2013, the Court stayed all proceedings in the Action to permit the parties to pursue a global mediation of plaintiffs' claims (as well as claims in other actions against defendants other than the Underwriter Defendants). The initial mediation with respect to the Action included three in-person sessions before Judge Daniel Weinstein (Ret.) and multiple telephonic conferences. The mediation was unsuccessful in resolving the Action, and the stay of the Action expired on August 2, 2013.

16. On November 12, 2013, the Court entered its Memorandum and Order denying the Individual Defendants' and the Underwriter Defendants' motions to dismiss.

17. On December 27, 2013, the Individual Defendants and the Underwriter Defendants filed their answers and affirmative defenses to the Amended Complaint.

18. Discovery in the Action commenced in December 2013. Defendants and third parties – including James W. Giddens, as Trustee for the liquidation of MF Global Inc. pursuant to the Securities Investor Protection Act of 1970 and Nader Tavakoli, the Litigation Trustee presiding over the entity formerly known as MF Global Holdings Limited – have produced millions of documents.

19. On May 8, 2014, following additional arm's-length settlement negotiations, Settling Plaintiffs and Commerz reached an agreement in principle to settle the Action as against Commerz for \$932,828 in cash to be paid by or on behalf of Commerz.

20. On October 3, 2014, Lead Plaintiffs filed the Consolidated Second Amended Securities Class Action Complaint (the "Complaint"), which added MF Global's auditor, PwC, as a named defendant, asserting claims against it for violation of § 10(b) of the Exchange Act and § 11 of the Securities Act.

⁵ On February 3, 2015, the Court entered a stipulated order dismissing with prejudice Plaintiff Monica Rodriguez's claims asserted in the Complaint.

⁶ The MF Global securities as to which claims were asserted under the Securities Act are: the shares issued in the Common Stock Secondary Offering, the 1.875% Convertible Senior Notes; the 3.375% Convertible Senior Notes; and the 6.25% Senior Notes.

21. Based upon their investigation, prosecution and mediation of the case, Settling Plaintiffs and Co-Lead Counsel have concluded that the terms and conditions of the Commerz Stipulation are fair, reasonable and adequate to the members of the Commerz Settlement Class, and in their best interests.

22. Commerz is entering into the Settlement solely to eliminate the uncertainty, burden and expense of further protracted litigation. Commerz denies any wrongdoing.

23. On _____, 2015, the Court preliminarily approved the Commerz Settlement, authorized this Notice to be disseminated to potential Commerz Settlement Class Members, and scheduled the Settlement Hearing to consider whether to grant final approval to the Commerz Settlement.

HOW DO I KNOW IF I AM AFFECTED BY THE COMMERZ SETTLEMENT?
WHO IS INCLUDED IN THE COMMERZ SETTLEMENT CLASS?

24. If you are a member of the Commerz Settlement Class, you are subject to the terms of the Commerz Settlement, unless you timely request to be excluded. The Commerz Settlement Class consists of:

all persons and entities who or which purchased or otherwise acquired, during the period beginning on August 1, 2011 through and including November 21, 2011 (the “Commerz Settlement Class Period”), 6.25% Senior Notes and were damaged thereby.

Excluded from the Commerz Settlement Class are (i) Defendants⁷ and MF Global; (ii) members of the Immediate Families⁸ of the Individual Defendants; (iii) the subsidiaries and affiliates of Defendants and MF Global; (iv) any person or entity who or which was, at any time during the period beginning on May 20, 2010 through and including November 21, 2011, and/or is a partner, executive officer, director, or controlling person of MF Global, or any of its subsidiaries or affiliates, or of any Defendant; (v) any entity in which any Defendant or MF Global had, at any time during the period beginning on May 20, 2010 through and including November 21, 2011, and/or has a controlling interest; (vi) Defendants’ liability insurance carriers, and any affiliates or subsidiaries thereof; and (vii) the legal representatives, heirs, successors and assigns

⁷ In addition to Commerz, the following persons and entities are Defendants in the Action: Jon S. Corzine, J. Randy MacDonald, Henri J. Steenkamp, David P. Bolger, Eileen S. Fusco, David Gelber, Martin J. Glynn, Edward L. Goldberg, David I. Schamis, and Robert S. Sloan (collectively, the “Individual Defendants”); Citigroup Global Markets Inc.; Deutsche Bank Securities Inc.; Goldman, Sachs & Co.; J.P. Morgan Securities LLC; Merrill Lynch, Pierce, Fenner & Smith Incorporated; RBS Securities Inc.; Sandler O’Neill + Partners, L.P.; BMO Capital Markets Corp.; Jefferies LLC (formerly, Jefferies & Company, Inc.); Lebenthal & Co., LLC; Natixis Securities North America Inc.; and U.S. Bancorp Investments, Inc. (collectively, the “Non-Settling Underwriter Defendants”) and PwC.

⁸ Immediate Family means children, stepchildren, parents, stepparents, spouses, siblings, mothers-in-law, fathers-in-law, sons-in-law, daughters-in-law, brothers-in-law, and sisters-in-law. As used in this paragraph, “spouse” shall mean a husband, a wife, or a partner in a state-recognized domestic relationship or civil union.

of any such excluded person or entity; provided, however, that any Investment Vehicle⁹ shall not be deemed an excluded person or entity by definition.

Also excluded from the Commerz Settlement Class are any persons or entities who or which exclude themselves by submitting a request for exclusion from the Commerz Settlement Class in accordance with the requirements set forth in this Notice or who submit a request for exclusion from the Underwriter Settlement Class¹⁰ [insert name(s) of any other settlement(s) covering Other Class(es)] to the extent such persons and entities are also Commerz Settlement Class Members. See “What if I Do Not Want To Be A Member Of The Commerz Settlement Class? How Do I Exclude Myself,” on page [] below.

RECEIPT OF THIS NOTICE DOES NOT MEAN THAT YOU ARE A COMMERZ SETTLEMENT CLASS MEMBER OR THAT YOU WILL BE ENTITLED TO RECEIVE PROCEEDS FROM THE COMMERZ SETTLEMENT. FURTHER, AS NOTED ABOVE, PROOF OF CLAIM FORMS ARE NOT BEING DISSEMINATED AT THIS TIME. SEE PARAGRAPH 41 BELOW FOR HOW YOU WILL BE ABLE TO DETERMINE WHEN CLAIM FORMS BECOME AVAILABLE.

WHAT ARE SETTLING PLAINTIFFS’ REASONS FOR THE COMMERZ SETTLEMENT?

25. Settling Plaintiffs and Co-Lead Counsel believe that the claims asserted against Commerz have merit. They recognize, however, the expense and length of continued proceedings necessary to pursue their claims against Commerz through trial and appeals, as well as the very substantial risks they would face in establishing liability and damages. Such risks include the potential challenges associated with proving that there were material misstatements and omissions in the public securities offering documents at issue, that Commerz failed to conduct adequate due diligence, and class-wide damages. Lead Plaintiffs would have to prevail at several stages – motions for summary judgment, and trial, and if they prevailed on those, on the appeal that was likely to follow. Thus, there were very significant risks attendant to the continued prosecution of the claims against Commerz.

26. In light of these risks, the amount of the Commerz Settlement and the certainty of recovery to the Commerz Settlement Class, Settling Plaintiffs and Co-Lead Counsel believe that the proposed Settlement is fair, reasonable and adequate, and in the best interests of the Commerz Settlement Class. Settling Plaintiffs and Co-Lead Counsel believe that the Commerz Settlement provides a substantial benefit to the Settlement Class, namely \$932,828 in cash (less

⁹ “Investment Vehicle” means any investment company or pooled investment fund, including but not limited to mutual fund families, exchange-traded funds, fund of funds and hedge funds, in which any Underwriter Defendant has or may have a direct or indirect interest or as to which its affiliates may act as an investment advisor but in which the Underwriter Defendant or any of its respective affiliates is not a majority owner or does not hold a majority beneficial interest. This definition does not bring into the Commerz Settlement Class any of the Underwriter Defendants or any other person or entity who or which is excluded from the Commerz Settlement Class by definition.

¹⁰ The “Underwriter Settlement Class” is the class certified by Court in connection with another proposed settlement in this Action. That settlement is with certain other Underwriter Defendants as set forth in the Stipulation and Agreement of Settlement with Certain Underwriter Defendants dated November 25, 2014 which is posted on the website maintained by the Notice Administrator for this Action www._____.com. A copy of the printed notice of that proposed settlement accompanies this Notice.

the various deductions described in this Notice), as compared to the risk that the claims in the Action against Commerz might produce a smaller, or no recovery after summary judgment, trial and appeals.

27. Commerz denies the claims asserted against it in the Action and denies having engaged in any wrongdoing or violation of law of any kind whatsoever. Commerz has agreed to the Commerz Settlement solely to eliminate the burden and expense of continued litigation. Accordingly, the Commerz Settlement may not be construed as an admission of any wrongdoing by Commerz.

WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?

28. If there were no settlement and Lead Plaintiffs failed to establish any essential legal or factual element of their claims against Commerz, no member of the Commerz Settlement Class would recover anything from Commerz. Also, if Commerz were successful in proving any of its defenses, either at summary judgment, at trial or on appeal, the Commerz Settlement Class could recover substantially less from Commerz than the amount provided in the Commerz Settlement, or nothing at all.

HOW ARE COMMERZ SETTLEMENT CLASS MEMBERS AFFECTED BY THE ACTION AND THE COMMERZ SETTLEMENT?

29. If you are a Commerz Settlement Class Member, you are represented by Settling Plaintiffs and Co-Lead Counsel, unless you enter an appearance through counsel of your own choice at your own expense. You are not required to retain your own counsel, but if you choose to do so, such counsel must file a notice of appearance on your behalf and must serve copies of his or her appearance on the attorneys listed in the section entitled, “When And Where Will The Court Decide Whether To Approve The Commerz Settlement?,” below.

30. If you are a Commerz Settlement Class Member and you do not exclude yourself from the Commerz Settlement Class,¹¹ you will be bound by any orders issued by the Court relating to the Commerz Settlement. If the Commerz Settlement is approved, the Court will enter a judgment (the “Commerz Judgment”). The Commerz Judgment will dismiss with prejudice the claims against Commerz and will provide that, upon the Effective Date of the Commerz Settlement, Settling Plaintiffs and each of the other Commerz Settlement Class Members, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, affiliates and assigns, in their capacities as such, will have fully, finally and forever compromised, settled, released, resolved, relinquished, waived and discharged each and every Released Plaintiffs’ Claim (as defined in ¶ 31 below) against Commerz and the other Commerz Releasees (as defined in ¶ 32 below), and shall forever be enjoined from prosecuting any or all of the Released Plaintiffs’ Claims against any of the Commerz Releasees.

¹¹ If you are a Commerz Settlement Class Member and do not wish to remain a class member, you may exclude yourself from the Commerz Settlement Class (which will also exclude you from the Underwriter Settlement Class and any other classes that may be certified in the Action as to which you otherwise would have been a class member) by following the instructions in the section entitled, “What If I Do Not Want To Be A Member Of The Commerz Settlement Class? How Do I Exclude Myself?,” below.

31. “Released Plaintiffs’ Claims” means all claims, debts, demands, rights or causes of action or liabilities whatsoever (including, but not limited to, any claims for damages, interest, attorneys’ fees, expert or consulting fees, and any other costs, expenses or liabilities), whether known claims or Unknown Claims, whether arising under federal, state, local, statutory, common or foreign law, or any other law, rule or regulation, whether fixed or contingent, accrued or unaccrued, liquidated or un-liquidated, at law or in equity, matured or un-matured, whether class or individual in nature, that Settling Plaintiffs or any member of the Commerz Settlement Class (i) asserted in the Complaint, or (ii) could have asserted in any forum that arise out of or are based upon the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, or referred to in the Complaint and that relate to the purchase, sale, or holding of MF Global Securities¹² during the Commerz Settlement Class Period. Released Plaintiffs’ Claims do not cover or include (i) any claims asserted, or which may be asserted, in the Action against any of the Non-Settling Defendants, or any person or entity with whom or which Lead Plaintiffs have a tolling agreement; (ii) any claims of any person or entity who or which submits a request for exclusion from the Commerz Settlement Class, the Underwriter Settlement Class, [or [insert name(s) of settlement(s) covering Other Class(es)] to the extent such persons or entities are also Commerz Settlement Class Members] that is accepted by the Court; and (iii) any claims relating to the enforcement of the Commerz Settlement.

32. “Commerz Releasees” means (i) Commerz; (ii) each of the past or present parents, subsidiaries, affiliates, successors and predecessors of Commerz; and (iii) the respective past or present officers, directors, agents, employees, attorneys, advisors, investment advisors, auditors, accountants, insurers and assigns, of the foregoing in (i) and (ii), in their capacities as such. Notwithstanding the foregoing, Commerz Releasees does not include any Non-Settling Defendants.

33. “Unknown Claims” means any Released Plaintiffs’ Claims (as defined in ¶ 31 above) which any Settling Plaintiff or any other Commerz Settlement Class Member does not know or suspect to exist in his, her or its favor at the time of the release of such claims, and any Released Commerz Claims (as defined in ¶ 35 below) which Commerz does not know or suspect to exist in its favor at the time of the release of such claims, which, if known by him, her or it, might have affected his, her or its decision(s) with respect to the Commerz Settlement, or might have affected his, her, or its decision(s) not to object to the Commerz Settlement or not exclude himself, herself, or itself from the Commerz Settlement Class. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date of the Commerz Settlement, Settling Plaintiffs and Commerz shall be deemed to have expressly waived, and each of the other Commerz Settlement Class Members shall be deemed to have waived, and by operation of the Commerz Judgment shall have expressly waived, to the fullest extent permitted by law, any and all provisions, rights, and benefits conferred by California Civil Code § 1542 and any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

¹² “MF Global Securities” means MF Global common stock; MF Global’s 9% Convertible Senior Notes due June 20, 2038 issued on or about June 25, 2008; MF Global’s 1.875% Convertible Senior Notes; MF Global’s 3.375% Convertible Senior Notes; and MF Global’s 6.25% Senior Notes.

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Settling Plaintiffs, Commerz Settlement Class Members and Commerz may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Plaintiffs' Claims or the Released Commerz Claims as applicable, but each Settling Plaintiff and Commerz shall expressly have – and each Commerz Settlement Class Member by operation of the Commerz Judgment shall be deemed to have – upon the Effective Date, fully, finally and forever settled and released any and all Released Plaintiffs Claims or any and all Released Commerz Claims as applicable, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, reckless, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Settling Plaintiffs and Commerz acknowledge, and each of the other Commerz Settlement Class Members shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a material element of the Commerz Settlement.

34. The Commerz Judgment will also provide that, upon the Effective Date of the Commerz Settlement, Commerz, on behalf of itself, and its respective administrators, predecessors, successors, affiliates and assigns, in their capacities as such, will have fully, finally and forever compromised, settled, released, resolved, relinquished, waived and discharged each and every Released Commerz Claim (as defined in ¶ 35 below) against Settling Plaintiffs and the other Plaintiffs' Releasees (as defined in ¶ 36 below), and shall forever be enjoined from prosecuting any or all of the Released Commerz Claims against any of the Plaintiffs' Releasees.

35. "Released Commerz Claims" means all claims, debts, demands, rights or causes of action or liabilities whatsoever (including, but not limited to, any claims for damages, interest, attorneys' fees, expert or consulting fees, and any other costs, expenses or liabilities), whether known claims or Unknown Claims, whether arising under federal, state, local, statutory, common or foreign law, or any other law, rule or regulation, whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or un-matured, whether class or individual in nature, that Commerz could have asserted in any forum that arise out of or relate in any way to the institution, prosecution, or settlement of the claims against Commerz. Released Commerz Claims do not include any claims asserted, or which may be asserted by the Commerz Releasees against (i) MF Global or any of its past or present parents, subsidiaries, affiliates, successors, predecessors, and/or estate(s) thereof; (ii) any person or entity who or which submits a request for exclusion from the Commerz Settlement Class, the Underwriter Settlement Class, [or [insert name(s) of settlement(s) covering Other Class(es)] to the extent such persons or entities are also Commerz Settlement Class Members] that is accepted by the Court; and (iii) any person or entity relating to the enforcement of the Commerz Settlement.

36. "Plaintiffs' Releasees" means (i) Settling Plaintiffs, all other plaintiffs in the Action, and all Commerz Settlement Class Members; (ii) each of the respective past or present parents, subsidiaries, affiliates, successors and predecessors of the foregoing in (i); and (iii) the respective

officers, directors, agents, employees, attorneys, advisors, investment advisors, auditors, accountants, insurers, and assigns of the foregoing in (i) and (ii), in their capacities as such.

**WHAT WILL I NEED TO DO TO PARTICIPATE IN THE COMMERZ SETTLEMENT?
HOW WILL I KNOW WHEN A CLAIM FORM BECOMES AVAILABLE?**

37. If you are a member of the Commerz Settlement Class, you will have to submit a Proof of Claim Form and supporting documentation in order to establish your eligibility to share in the proceeds of the Commerz Settlement. Those who exclude themselves from the Commerz Settlement Class, and those who fail to submit timely and valid proof of claim forms with adequate supporting documentation, will not be eligible to share in the Settlement.

38. As noted above, Proof of Claim Forms are not being disseminated at this time, and **you should not submit any documentation in support of your claim at this time**. However, please retain all documentation regarding your ownership of and transactions in 6.25% Senior Notes as you will need it to support your claim with respect to the Commerz Settlement when Claim Forms are disseminated.

39. If you received this Notice in the mail, you are requested to mail notice of any change in your address to:

In re MF Global Holdings Limited Securities Litigation,

c/o _____

P.O. Box _____

40. If this Notice was forwarded to you by the postal service, or if it was otherwise sent to you at an address that is not current, you should contact the Notice Administrator at the address above or by calling (____) ____ - ____ and provide them with your correct address.

41. Copies of this Notice are forwarded to many potential class members by brokers or other nominees (*see* ¶ 58 below). In such case, the Notice Administrator will not have any mailing address for those persons and entities. Pursuant to the Court's Order, the brokers and nominees who elect to forward the Notice to their customers are directed to save the names and addresses for use in connection with further notice in the Action. We suggest, however, that all persons and entities who or which have received a copy of this Notice periodically check the website maintained by the Notice Administrator www._____.com. The website will be updated to inform class members of developments in the Action, including advising them of the date the Proof of Claim becomes available. If you do not receive a copy of the Claim Form in the mail, you will be able to download it from the website.

HOW MUCH WILL MY PAYMENT FROM THE COMMERZ SETTLEMENT BE?

42. The proceeds of the Commerz Settlement will be distributed in accordance with the plan of allocation that is approved by the Court. The amounts to be distributed to individual Commerz Settlement Class Members will depend on a variety of factors, including: the number of other Commerz Settlement Class Members who submit valid Proof of Claim Forms; the number of 6.25% Senior Notes that you purchased; the prices and dates of those purchases; and the prices and dates of any sales of such notes. Some Commerz Settlement Class Members may

recover more or less than others depending on, among other factors, when their 6.25% Senior Notes were purchased or sold. As noted above, at a future date, Lead Plaintiffs will provide notice of the proposed Plan of Allocation and class members will have an opportunity to object to it before the Court determines whether the proposed plan should be approved.

WHAT PAYMENT ARE THE ATTORNEYS FOR THE COMMERZ SETTLEMENT CLASS SEEKING?
HOW WILL THE LAWYERS BE PAID?

43. At this time, Plaintiffs' Counsel are not seeking an award of attorneys' fees or reimbursement of any expenses that they have incurred. At a future date, on further notice to members of the Commerz Settlement Class and with an opportunity to object, Co-Lead Counsel Bernstein Litowitz Berger & Grossmann LLP and Bleichmar Fonti Tountas & Auld LLP will apply to the Court for an award of attorneys' fees and for reimbursement of Litigation Expenses on behalf of all Plaintiffs' Counsel to be paid from the Commerz Settlement Fund. Commerz Settlement Class Members are not personally liable for any such fees or expenses.

WHAT IF I DO NOT WANT TO BE A MEMBER OF THE COMMERZ SETTLEMENT CLASS?
HOW DO I EXCLUDE MYSELF?

44. Each Commerz Settlement Class Member will be bound by the determinations, orders and judgments in this Action relating to the Commerz Settlement, whether favorable or unfavorable, unless such person or entity mails or delivers a written request for exclusion from the Commerz Settlement Class, addressed to *In re MF Global Holdings Limited Securities Litigation*, EXCLUSIONS, c/o _____, P.O. Box ____, _____, _____. The exclusion request must be **received** no later than _____, 2015. You will not be able to exclude yourself from the Commerz Settlement Class after that date. Each request for exclusion must: (a) state the name, address and telephone number of the person or entity requesting exclusion, and in the case of entities, the name and telephone number of the appropriate contact person; (b) state that such person or entity "requests exclusion from the Commerz Settlement Class in *In re MF Global Holdings Limited Securities Litigation*, Civil Action No. 1:11-CV-07866"; (c) state the face value of 6.25% Senior Notes that the person or entity requesting exclusion purchased/acquired and/or sold during the Commerz Settlement Class Period (*i.e.*, beginning on August 1, 2011 through and including November 21, 2011), as well as the dates and prices of each such purchase/acquisition and sale; and (d) be signed by the person or entity requesting exclusion or an authorized representative. A request for exclusion shall not be valid and effective unless it provides all the information called for in this paragraph and is received within the time stated above, or is otherwise accepted by the Court.

45. If you do not want to be part of the Commerz Settlement Class, you must follow these instructions for exclusion even if you have pending, or later file, another lawsuit, arbitration, or other proceeding relating to any Released Plaintiffs' Claim against any of the Commerz Releasees. Excluding yourself from the Commerz Settlement Class is the only option that allows you to be part of any other lawsuit against Commerz or the other Commerz Releasees concerning the Released Plaintiffs' Claims. Please note, however, if you decide to exclude yourself from the Commerz Settlement Class, you may be time-barred from asserting the claims covered by the Action by a statute of repose.

46. **If you exclude yourself from the Commerz Settlement Class you will also be excluding yourself from the Underwriter Settlement Class and any other class(es) that may be certified in the Action in which you would otherwise be a member.** If you request exclusion from the Underwriter Settlement Class [or insert name(s) of settlement(s) covering Other Classes] you will be deemed to have also requested exclusion from the Commerz Settlement Class and you will be required to provide the information called for in ¶ 44 above for the 6.25% Senior Notes in conjunction with that request for exclusion.

47. If you are excluded from the Commerz Settlement Class, you will not be eligible to receive any payment from the proceeds of the Commerz Settlement or any other recoveries that may be obtained in the Action.

48. Commerz has the right to terminate the Commerz Settlement if valid requests for exclusion are received from persons and entities entitled to be members of the Commerz Settlement Class in an amount that exceeds an amount agreed to by Settling Plaintiffs and Commerz.

WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE
COMMERZ SETTLEMENT? DO I HAVE TO COME TO THE HEARING? HOW DO I OBJECT?
MAY I SPEAK AT THE HEARING IF I DON'T LIKE THE SETTLEMENT?

49. Commerz Settlement Class Members do not need to attend the Settlement Hearing. The Court will consider any submission made in accordance with the provisions below even if a class member does not attend the hearing. Commerz Settlement Class Members can participate in the Commerz Settlement without attending the Settlement Hearing.

50. The Settlement Hearing will be held on _____, 2015 at __: __ .m., before the Honorable Victor Marrero at the United States District Court for the Southern District of New York, Courtroom 11B of the United States Courthouse, 500 Pearl Street, New York, NY 10007. The Court reserves the right to approve the Commerz Settlement and/or any other matter related to the Commerz Settlement at or after the Settlement Hearing without further notice to the members of the Commerz Settlement Class.

51. Any Commerz Settlement Class Member who or which does not request exclusion may object to the Commerz Settlement. Objections must be in writing. You must file any written objection, together with copies of all other papers and briefs supporting the objection, with the Clerk's Office at the United States District Court for the Southern District of New York at the address set forth below on or before _____, 2015. You must also mail the papers to Co-Lead Counsel and Commerz's Counsel at the addresses set forth below so that the papers are *received* on or before _____, 2015.

<u>Clerk's Office</u>	<u>Co-Lead Counsel</u>	<u>Commerz's Counsel</u>
United States District Court Southern District of New York Clerk of the Court Daniel Patrick Moynihan United States Courthouse 500 Pearl Street New York, NY 10007	Bernstein Litowitz Berger & Grossmann LLP Salvatore J. Graziano, Esq. 1285 Avenue of the Americas New York, NY 10019 Bleichmar Fonti Tountas & Auld LLP Javier Bleichmar, Esq. 7 Times Square, 27 th Floor New York, NY 10036	Shearman & Sterling LLP Adam S. Hakki, Esq. 599 Lexington Avenue New York, NY 10022-6069

52. Any objection: (a) must state the name, address and telephone number of the person or entity objecting and must be signed by the objector; (b) must contain a statement of the Commerz Settlement Class Member's objection or objections, and the specific reasons for each objection, including any legal and evidentiary support the Commerz Settlement Class Member wishes to bring to the Court's attention; and (c) must include documents sufficient to prove membership in the Commerz Settlement Class, including the face value of the 6.25% Senior Notes that the objecting Commerz Settlement Class Member purchased/acquired and/or sold during the Commerz Settlement Class Period (*i.e.*, beginning on August 1, 2011 through and including November 21, 2011), as well as the dates and prices of each such purchase/acquisition and/or sale. You may not object to the Commerz Settlement if you exclude yourself from the Commerz Settlement Class or if you are not a member of the Commerz Settlement Class.

53. You may file a written objection without having to appear at the Settlement Hearing. You may not, however, appear at the Settlement Hearing to present your objection unless you first filed and served a written objection in accordance with the procedures described above, unless the Court orders otherwise.

54. If you wish to be heard orally at the hearing, you must also file a notice of appearance with the Clerk's Office and serve it on Co-Lead Counsel and Commerz's Counsel at the addresses set forth above so that it is ***received*** on or before _____, **2015**. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing. Such persons may be heard orally at the discretion of the Court.

55. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court and serve it on Co-Lead Counsel and Commerz's Counsel at the addresses set forth in ¶ 51 above so that the notice is ***received*** on or before _____, **2015**.

56. The Settlement Hearing may be adjourned by the Court without further written notice to the Commerz Class. If you intend to attend the Settlement Hearing, you should confirm the date and time with Co-Lead Counsel.

57. Unless the Court orders otherwise, any Commerz Settlement Class Member who does not object in the manner described above will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the proposed Commerz Settlement. Commerz Settlement Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.

WHAT IF I BOUGHT 6.25% SENIOR NOTES ON SOMEONE ELSE'S BEHALF?

58. If you purchased or otherwise acquired 6.25% Senior Notes beginning on August 1, 2011 through and including November 21, 2011 for the beneficial interest of persons or organizations other than yourself, you must either (a) within seven (7) calendar days of receipt of this Notice, request from the Notice Administrator sufficient copies of the Notice to forward to all such beneficial owners and within seven (7) calendar days of receipt of those Notices forward them to all such beneficial owners; or (b) within seven (7) calendar days of receipt of this Notice, provide a list of the names and addresses of all such beneficial owners to *In re MF Global Holdings Limited Securities Litigation*, c/o _____, P.O. Box _____, _____. If you choose the first option, you must send a statement to the Notice Administrator confirming that the mailing was made and **you must retain your mailing records for use in connection with any further notices that may be provided in the Action.** If you choose the second option, the Notice Administrator will send a copy of the Notice to the beneficial owners. Upon full compliance with these directions, such nominees may seek reimbursement of their reasonable expenses actually incurred, by providing the Notice Administrator with proper documentation supporting the expenses for which reimbursement is sought. Copies of this Notice may also be obtained from the website maintained by the Notice Administrator, www._____.com, or by calling the Notice Administrator toll-free at 1-____-____-____.

CAN I SEE THE COURT FILE? WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?

59. This Notice contains only a summary of the terms of the proposed Commerz Settlement. For more detailed information about the matters involved in this Action, you are referred to the papers on file in the Action, including the Commerz Stipulation, which may be inspected during regular office hours at the Office of the Clerk, United States District Court for the Southern District of New York, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, NY 10007. Additionally, copies of the Commerz Stipulation and any related orders entered by the Court will be posted on the website maintained by the Notice Administrator, www._____.com.

Requests for the Notice or to be added to the mailing list for future notices in the Action should be made to:	Inquiries, other than requests for the Notice, should be made to Co-Lead Counsel:		
<i>In re MF Global Holdings Limited Securities Litigation,</i> c/o _____ P.O. Box _____ _____ 800-____-_____ www._____.com	BERNSTEIN LITOWITZ BERGER & GROSSMANN LLP Salvatore J. Graziano, Esq. 1285 Avenue of the Americas New York, NY 10019 (800) 380-8496 blbg@blbglaw.com	or	BLEICHMAR FONTI TOUNTAS & AULD LLP Javier Bleichmar, Esq. 7 Times Square, 27 th Floor New York, NY 10036 (212) 789-1341 bfta@bftalaw.com

DO NOT CALL OR WRITE THE COURT, THE OFFICE OF THE CLERK OF THE COURT, DEFENDANTS OR THEIR COUNSEL REGARDING THIS NOTICE.

Dated: _____, 2015

By Order of the Court
United States District Court
Southern District of New York

#852084

Exhibit 2

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE MF GLOBAL HOLDINGS
LIMITED SECURITIES LITIGATION

:
:
: Civil Action No. 1:11-CV-07866-VM
:

THIS DOCUMENT RELATES TO:

All Securities Actions
(*DeAngelis v. Corzine*)

:
:
:
: ECF CASE
:
:

**SUMMARY NOTICE OF (I) CERTIFICATION OF SETTLEMENT CLASS;
(II) PROPOSED SETTLEMENT WITH COMMERZ MARKETS LLC;
AND (III) SETTLEMENT FAIRNESS HEARING**

TO: All persons and entities who or which, during the period beginning on August 1, 2011 through and including November 21, 2011, purchased or otherwise acquired MF Global 6.25% Senior Notes due August 8, 2016 issued on or about August 1, 2011 (CUSIP 55277JAC2) (“6.25% Senior Notes”) and were damaged thereby (the “Commerz Settlement Class”):

PLEASE READ THIS NOTICE CAREFULLY, YOUR RIGHTS WILL BE AFFECTED BY A CLASS ACTION LAWSUIT PENDING IN THIS COURT.

YOU ARE HEREBY NOTIFIED, pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Southern District of New York, that the above-captioned litigation (the “Action”) has been certified as a class action for the purposes of settlement only on behalf of the Commerz Settlement Class, except for certain persons and entities who are excluded from the Commerz Settlement Class by definition as set forth in the full printed Notice of (I) Certification of Settlement Class; (II) Proposed Settlement with Commerz Markets LLC; and (III) Settlement Fairness Hearing (the “Commerz Notice”).

YOU ARE ALSO NOTIFIED that Settling Plaintiffs in the Action have reached a proposed partial settlement of the Action for \$932,828 in cash (the “Commerz Settlement”), that, if approved, will resolve all claims asserted against Commerz in the Action. The proposed Commerz Settlement does not resolve any claims against the other Defendants in the Action, which is continuing to be litigated.

A hearing will be held on _____, 2015 at __:__.m., before the Honorable Victor Marrero at the United States District Court for the Southern District of New York, Courtroom 11B of the United States Courthouse, 500 Pearl Street, New York, NY 10007 to determine: (i) whether the proposed Commerz Settlement should be approved as fair, reasonable, and adequate; and (ii) whether the Action should be dismissed with prejudice as against Commerz, and the Releases specified and described in the Stipulation and Agreement of Settlement with Defendant Commerz Markets LLC dated March 17, 2015 (and in the Commerz Notice) should be granted.

If you are a member of the Commerz Settlement Class, your rights will be affected by the proposed Commerz Settlement and any orders or judgments related to the Commerz Settlement, and you may be entitled to share in the Commerz Settlement Fund. If you have not yet received the Commerz Notice, you may obtain a copy by contacting the Notice Administrator at *In re MF Global Holdings Limited Securities Litigation*, c/o _____, P.O. Box _____, _____ - _____, 1-____-____-____. Copies of the Commerz Notice can also be downloaded from the website maintained by the Notice Administrator, www._____.com.

A Proof of Claim Form is **not** being disseminated at this time. To participate in the Commerz Settlement, you will be required to submit a Proof of Claim Form that will be disseminated at a future date. Many copies of the full notice are being forwarded to potential settlement class members through brokers and other nominees. If you have not yet received the full Commerz Notice by mail, or if you do not receive a copy in the mail in the next few weeks, please contact the Notice Administrator at the address above to request that you be added to its mailing list for the *In re MF Global Holdings Limited Securities Litigation*. PLEASE NOTE: The Proof of Claim, when it becomes available, and other notices in the Action will be posted on the website referred to in the preceding paragraph. Please check it periodically.

If you are a member of the Commerz Settlement Class and wish to exclude yourself from the class, you must submit a written request for exclusion such that it is **received** no later than _____, **2015**, in accordance with the instructions set forth in the Commerz Notice. If you properly exclude yourself from the Commerz Settlement Class, you will also be excluded from any other classes that have been or may be certified in the Action in which you would otherwise be a member, you will not be bound by any judgments or orders entered by the Court in the Action, and you will not be eligible to share in the proceeds of the Commerz Settlement or any other recoveries that might be obtained in the Action.

Any objections to the proposed Commerz Settlement must be filed with the Court and delivered to Co-Lead Counsel and Commerz's Counsel such that they are **received** no later than _____, **2015**, in accordance with the instructions set forth in the Commerz Notice.

Please do not contact the Court, the Clerk's office, Commerz or its counsel regarding this notice. All questions about this notice or the proposed Commerz Settlement should be directed to Co-Lead Counsel or the Notice Administrator.

Inquiries, other than requests for the Commerz Notice, should be made to Co-Lead Counsel:		Requests for the Commerz Notice or to be added to the mailing list for future notices in the Action should be made to:
BERNSTEIN LITOWITZ BERGER & GROSSMANN LLP Salvatore J. Graziano, Esq. 1285 Avenue of the Americas New York, NY 10019 (800) 380-8496 blbg@blbglaw.com	or	BLEICHMAR FONTI TOUNTAS & AULD LLP Javier Bleichmar, Esq. 7 Times Square, 27 th Floor New York, NY 10036 (212) 789-1341 bfta@bftalaw.com
		<i>In re MF Global Holdings Limited Securities Litigation</i> , c/o _____ P.O. Box _____ _____ 800-____-_____ www._____.com

By Order of the Court